

DOUGLAS COUNTY, NV

2015-867198

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08/03/2015 10:28 AM

LAWYERS TITLE DEFAULT SERVICES

KAREN ELLISON, RECORDER

APN 1319-18-310-036

RECORDING REQUESTED BY:

Lawyers Title Company

WHEN RECORDED MAIL TO:

TRUSTEE CORPS
3571 Red Rock St., Ste B
Las Vegas, NV 89103

TS No. NV09001338-12-1S

TO No. 08608375

Commonly known as: 106 CAROL CT, STATELINE, NV 89449

NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE OF REAL PROPERTY UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: **MTC Financial Inc. dba Trustee Corps** is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated as of June 14, 2006, executed by JEFFREY B MERRILL, A SINGLE MAN AND, DANA A DAPOLITO, AN UNMARRIED WOMAN AS JOINT TENANTS, as Trustor, to secure obligations in favor of WASHINGTON MUTUAL BANK, FA as original Beneficiary, recorded June 20, 2006 as Instrument No. 0677642 in Book 0606, on Page 6789 of official records in the Office of the County Recorder of Douglas County, Nevada; and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of \$315,000.00 (together with any modifications thereto the "Note"); and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically: failed to pay payments which became due January 1, 2010 AND ALL SUBSEQUENT INSTALLMENTS, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES. PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED LOAN DOCUMENTS.

That by reason thereof the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Demand for Sale and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

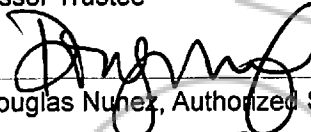
You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within the statutory period set forth in Section NRS 107.080, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

Bayview Loan Servicing, LLC
c/o TRUSTEE CORPS
TS No: NV09001338-12-1S
3571 Red Rock St., Ste B
Las Vegas, NV 89103
Phone No: 949-252-8300
TDD: 800-326-6868

Dated: July 30, 2015

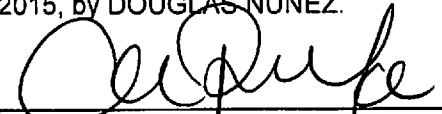
MTC Financial Inc. dba Trustee Corps, as Duly Appointed
Successor Trustee


By: Douglas Nunez, Authorized Signatory

State of NEVADA
County of CLARK

This instrument was acknowledged before me on
2015, by DOUGLAS NUNEZ.

July 30



Notary Public Signature

Christina Rourke

Printed Name



My Commission Expires: 5/3/17

Trustee Corps may be acting as a debt collector attempting to collect a debt.
Any information obtained may be used for that purpose.

To the extent your original obligation was discharged, or is subject to an automatic stay of
bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or
informational purposes only and does not constitute an attempt to collect a debt or to impose
personal liability for such obligation. However, a secured party retains rights under its security
instrument, including the right to foreclose its lien.

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE
POWER OF SALE**

Property Owners:

JEFFREY B MERRILL
DANAA DAPOLITO

Trustee Address:

17100 Gillette Ave
Irvine, CA 92614

Property Address:

106 CAROL CT
STATELINE, NV 89449

Deed of Trust Document:

0677642 Book 0606 Page 6789

Affiant, **Jessica Fernandez**, being first duly sworn upon oath, and under penalty of perjury, attests that the following information is based on the direct, personal knowledge or the personal knowledge which Affiant acquired by a review of the business records of the Beneficiary, the successor in interest of the Beneficiary or the servicer of the obligation or debt secured by the Deed of Trust, which business records must meet the standards set forth in NRS 51.135:

- 1) The full name and business address of the current Trustee or the current Trustee's personal representative or assignee, the current holder of the Note secured by the Deed of Trust, the current Beneficiary of record and the current servicer of the obligation or debt secured by the Deed of Trust.

Current Trustee: MTC Financial Inc. dba Trustee Corps
Address: 17100 Gillette Ave, Irvine, CA 92614

Current holder of the Note: M&T Bank
Address: 1 Fountain Plaza, Buffalo, NY 14203

Current Beneficiary: Bayview Loan Servicing, LLC
Address: 4425 Ponce DeLeon Blvd, Mail Stop MS5/251, Coral Gables, FL 33146

Current Servicer: Bayview Loan Servicing, LLC
Address: 4425 Ponce DeLeon Blvd, Mail Stop MS5/251, Coral Gables, FL 33146

- 2) The Beneficiary under the Deed of Trust, the successor in interest of the Beneficiary or the Trustee is in actual or constructive possession of the Note secured by the Deed of Trust or that the Beneficiary or its successor in interest or the Trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.

- 3) The Beneficiary or its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust or the Trustee, or an attorney representing any of those persons, has sent to the obligor or Borrower of the obligation or debt secured by the Deed of Trust a written statement of:
 - (I) The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;
 - (II) The amount in default;
 - (III) The principal amount of the obligation or debt secured by the Deed of Trust;
 - (IV) The amount of accrued interest and late charges;
 - (V) A good faith estimate of all fees imposed in connection with the exercise of the power of sale; and
 - (VI) Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in the paragraph below.

- 4) A local or toll-free telephone number that the obligor or Borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in the Affidavit: Bayview Loan Servicing, LLC, (866) 709-3400.

- 5) The date and the recordation number or other unique designation of, and the name of each assignee under, each recorded assignment of the Deed of Trust:

WASHINGTON MUTUAL BANK, FA
Recorded: June 20, 2006
Instrument: 0677642 Book 0606 Page 6789

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
Recorded: May 9, 2013
Instrument: 823213

Federal Home Loan Mortgage Corporation
Recorded: August 28, 2014
Instrument: 848681

Bayview Loan Servicing, LLC
Recorded: September 15, 2014
Instrument: 849408

Bayview Loan Servicing, LLC
Recorded: April 13, 2015
Instrument: 2014-860041 (Corrective Assignment for Instrument 849408)

I declare under penalty of perjury that the foregoing is true and correct and that this Affidavit was executed on May 18, 2015.

By Bayview Loan Servicing, LLC

Signature

Jessica Fernandez

Name

Assistant Vice President
Title

State of Florida

County of Miami-Dade

Jessica Fernandez

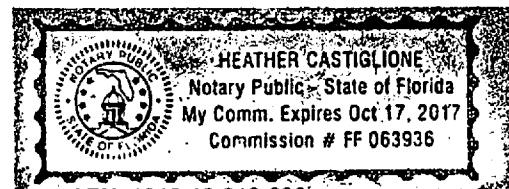
, an employee of Bayview Loan Servicing, LLC appeared before me, this 18th day of May, 2015, and after being duly sworn, executed this Affidavit on its behalf.

Notary Public

Heather Castiglione

TS No: NV09001338-12

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APN: 1319-18-310-036

**NEVADA DECLARATION OF COMPLIANCE
NV SB 321 (2013) Sec. 11**

Borrower(s): Jeffrey Merrill & Dana Dapolito
Property Address: 106 Carol Ct Stateline, NV 89449
Trustee Sale Number:

The undersigned, as authorized agent or employee of the mortgage servicer named below, declares:

That this Declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower(s)' loan status and loan information.

1. The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by SB 321 (2013) Sec. 11(2). Initial contact was made on _____, 201____; *or*
2. The mortgage servicer has tried with due diligence to contact the borrower(s) as required by SB 321 (2013) Sec. 11(5), but has not made contact despite such due diligence. The due diligence efforts were satisfied on December 8, 2014; *or*
3. The requirements of SB 321 (2013) Sec. 11 do not apply, because:
 - a. The mortgage servicer is exempt pursuant to SB 321 (2013) Sec. 7.5 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. The individual(s) do not meet the definition of a "borrower" as set forth in SB 321 (2013) Sec. 3.
 - c. The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in SB 321 (2013) Sec. 7) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).
 - d. The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in SB 321 (2013) Sec. 16, and is in compliance with the relevant

terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and SB 321 (2013) Sec. 10(1) were timely sent per statute and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in SB 321 (2013) Secs. 12 & 13 regarding the acceptance and processing of foreclosure prevention alternative applications.

Trustee Sale Number:

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Bayview Loan Servicing, LLC as Attorney in Fact for
M&T Bank

Dated: December 18, 2014



Signature of Agent or Employee

Desmond F. Budwah

Printed Name of Agent or Employee